



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF  
211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —



## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

March 08, 2017

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

43 March 8, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

Dear Supervisors:

### **AGREEMENT FOR PARTICIPATION IN OPERATION STONEGARDEN (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) seeks authority to execute an agreement for continued participation in the Operation Stonegarden (OPSG) Grant Program, funded by the United States Department of Homeland Security (DHS), passed through the California Governor's Office of Emergency Services (CalOES), and received and administered by the County of San Diego.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, as an agent for the County, to execute the attached Agreement, for continued participation in the OPSG Grant Program for the term from September 1, 2016, through May 31, 2019. Department overtime costs shall be reimbursed by the County of San Diego in an amount not to exceed \$425,000 from the Fiscal Year (FY) 2016 OPSG Grant Program.
2. Delegate authority to the Sheriff to sign and execute all future amendments and modifications to the Agreement, as necessary, for the effective participation in the OPSG Grant Program.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Department seeks to enter into the attached Agreement for participation in the OPSG Grant Program to enhance law enforcement preparedness and operational readiness along the land and water borders of the United States. The Department will be reimbursed for providing increased law enforcement presence in the County's maritime jurisdiction and in coordination with other OPSG partner agencies in order to support the DHS and Bureau of Customs and Border Protection efforts

in the region to improve border security. The Department will only enforce local and state laws and will not enforce immigration laws. The OPSG Grant Program provides funding to designated localities to enhance cooperation and coordination between law enforcement agencies in a joint mission to secure the nation's land and water borders. The Department will provide both boat and aircraft support for OPSG operations.

The current participating agencies and signatories to the Agreement include Counties of San Diego, Los Angeles, Monterey, Orange, San Luis Obispo, San Mateo, Santa Barbara, Santa Cruz, and Ventura, Cities of Carlsbad, Chula Vista, Coronado, El Cajon, Escondido, La Mesa, National City, Oceanside, San Diego, the San Diego Unified Port District, the University of California San Diego, California Highway Patrol, California Department of Fish and Wildlife, and the Department of Parks and Recreation.

The Department has participated in the OPSG Grant Program since FY 2011 pursuant to earlier agreements. This new Agreement allocates funding in the amount of \$425,000 from the FY 2016 grant.

### **Implementation of Strategic Plan Goals**

Participation in the OPSG Grant Program relates to the County's Strategic Plan, Goal 3, Integrated Services Delivery. Participation in the OPSG Grant Program leverages resources from the Department and other law enforcement agencies to enhance protection along the land and water borders of the United States.

### **FISCAL IMPACT/FINANCING**

The Department will recover overtime salary costs incurred in the OPSG Grant Program activities. Reimbursement claims for expenses will be submitted monthly. The County's allocation of \$425,000 for FY 2016 is for overtime only.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of the Agreement shall be from September 1, 2016, through May 31, 2019. The County may terminate its participation in the Agreement by providing 90 days advance written notice to the other participating agencies. The Department will provide its personnel assigned to the OPSG Grant Program with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG activities.

The County agrees to defend and indemnify the other participating agencies for any claim, action, or proceeding against the other participating agencies arising solely out of the acts or omissions of the County in the performance of the Agreement. Each party participating in the Agreement agrees to defend itself from any claim, action, or proceeding arising out of concurrent acts or omissions of the parties. In such a case, each party agrees to retain its own legal counsel, bear its own defense costs, and waive its right to seek reimbursement of such costs except where a court finds and allocates comparative fault.

Board approval is required for this Agreement, as the funding amount exceeds the authority previously delegated by the Board to the Sheriff on May 15, 2015.

County Counsel has approved the attached Agreement as to form.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

None. The Department will provide the personnel and resources required for participation in the OPSG Grant Program.

**CONCLUSION**

Upon Board approval, it is requested that the Executive Officer-Clerk of the Board return one adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large initial "J" and "M".

JIM McDONNELL  
Sheriff

JM:RZ:rz

Enclosures

**AGREEMENT FOR THE  
FISCAL YEAR 2016  
OPERATION STONEGARDEN (OPSG) GRANT**

**1. PARTIES TO THE AGREEMENT**

This Agreement is among the COUNTY OF SAN DIEGO ("COUNTY"), the CITY OF CARLSBAD, the CITY OF CHULA VISTA, the CITY OF CORONADO, the CITY OF EL CAJON, the CITY OF ESCONDIDO, the CITY OF LA MESA, the CITY OF NATIONAL CITY, the CITY OF OCEANSIDE, the CITY OF SAN DIEGO ("CITIES"), the SAN DIEGO UNIFIED PORT DISTRICT ("SDUPD"), the UNIVERSITY OF CALIFORNIA SAN DIEGO ("UCSD"), the COUNTY OF LOS ANGELES ("LAC"), the COUNTY OF MONTEREY ("MC"), the COUNTY OF ORANGE ("OC"), the COUNTY OF SAN LUIS OBISPO ("SLOC"), the COUNTY OF SAN MATEO ("SMC"), the COUNTY OF SANTA BARBARA ("SBC"), the COUNTY OF SANTA CRUZ ("SCC"), the COUNTY OF VENTURA ("VC"), the CALIFORNIA HIGHWAY PATROL ("CHP"), the CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ("DFW"), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), collectively the "PARTIES", for program support of the Operation Stonegarden Grant ("OPSG").

**1.1 Party Departments Or Agencies Participating In The Agreement**

For the COUNTY, participating agencies are the Probation Department ("PROBATION") and the Sheriff's Department ("SHERIFF"). For the CITIES and SDUPD, and University, participating agencies are their respective police department. For LAC, MC, OC, SLOC, SMC, SBC, SCC, and VC, participating agencies are their respective Sheriff's Department. CHP, DFW, and DPR do not have subordinate agencies or department participants.

**2. RECITALS**

**2.1** COUNTY through SHERIFF requested and received funds from the U.S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (CalOES), under the Fiscal Year (FY) 2016 Operation Stonegarden Grant (OPSG) Program.

**2.2** Funds shall be used to support the OPSG program to enhance law enforcement preparedness and operational readiness along the land and water borders of the United States.

**2.3** Government Code §55632 authorizes COUNTY and PARTIES to contract for provision of joint law enforcement services.

**2.4** PARTIES desire to enter into an agreement with provisions concerning the nature and extent of OPSG collaboration, services rendered, and compensation.

**2.5** COUNTY, by action of the Board of Supervisors Minute Order No. 3 on November 15, 2016, approved and authorized the SHERIFF to execute expenditure contracts to use FY

2016 OPSG funds to reimburse all PARTIES for overtime expenses; equipment and vehicle purchases; fuel, mileage, flight, and vehicle and equipment maintenance costs incurred in OPSG Operations not to exceed the amounts described in Exhibit A – FY 2016 Budget Worksheet, during the project period September 1, 2016 through May 31, 2019.

2.6 PARTIES shall maintain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to their jurisdiction's authorized procurement methods and comply with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements regarding an organization-wide financial and compliance audit reports if \$750,000 or more of OPSG federal funds are expended in a fiscal year. The documentation and records shall be maintained and retained in accordance with OPSG grant requirements and shall be available for audit and inspection. For accounting purposes, the following is a description of OPSG funds:

- (a) Federal Grantor Agency: U.S. Department of Homeland Security
- (b) Pass-Through Agency: California Governor's Office of Emergency Services (CalOES)
- (c) Program Title: Homeland Security Grant Program
- (d) Grant Identification Number: 2016-0102
- (e) Federal CFDA Number: 97.067

2.7 PARTIES agree to each of the following Exhibits attached hereto and/or available using the referenced link:

- (a) Exhibit A – FY 2016 Budget Worksheet
- (b) Exhibit B – FY 2016 Grant Assurances
- (c) Exhibit C – FY 2016 OPSG Operations Order
- (d) Exhibit D - FY 2016 Homeland Security Grant Program Notice of Funding Opportunity (NOFO), which can be referenced at [https://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY\\_2016\\_HSGP\\_NOFO\\_FINAL.pdf](https://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf)
- (e) Exhibit E – Title 2 of the Code of Federal Regulations Part 200, which can be referenced at [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that COUNTY will reimburse, and PARTIES will provide, a level of OPSG services as set forth in this Agreement.

### **3. PURPOSE AND INTENT**

The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by the DHS passed through the CalOES, under the FY 2016 Operation Stonegarden Grant.

### **4. SCOPE OF SERVICES**

#### **4.1 Method of Service Delivery**

SHERIFF will maintain the OPSG grant and will be administratively responsible for coordination of PARTIES' obligations under this Agreement. The SHERIFF's OPSG program will be staffed as described in section 6. **STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES.**

**4.2 Overview of Basic Services**

PARTIES will provide OPSG Operations ("Operations") by increasing law enforcement presence in each PARTY's designated jurisdiction and in coordination with other OPSG partner agencies in order to support the U. S. Department of Homeland Security, Bureau of Customs and Border Protection efforts in the region to improve border security. PARTIES will enforce local and state laws and will not enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

**5. TERM OF AGREEMENT**

**5.1 Initial Term**

The term of this Agreement shall be retroactive to 12:01 a.m. on September 1, 2016, and shall continue in effect through and terminate at midnight on May 31, 2019; subject to the termination provision in section 5.2.

**5.2 Termination**

Subject to the applicable provisions of state law, each PARTY may terminate its participation in this Agreement upon ninety (90) days minimum written notice to the other PARTIES.

**6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES**

**6.1 Anticipated Outcome**

The anticipated outcome of OPSG Operations to be provided by PARTIES under this Agreement is increased law enforcement presence in each PARTY's designated jurisdiction in order to support the U. S. Department of Homeland Security, Bureau of Customs and Border Protection efforts in the region to improve border security and reduce border related crime. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES and in Exhibit C – FY 2016 OPSG Operations Order, attached hereto.

**6.1.1** PARTIES will provide enhanced enforcement by increasing patrol presence in proximity to the border and/or routes of ingress from the border, including the water borders. In addition, PARTIES will utilize their unique investigatory areas of expertise in operations.

**6.1.2** Increase intelligence/information sharing among PARTIES, including but not limited to the following activities:

- (a) Conduct bi-monthly meetings with a minimum of one representative from each PARTY.
- (b) Increase information sharing during operations.

**6.1.3** Prior to OPSG Operations, PARTIES' Designated Coordinator, as outlined in section 6.2.3, shall submit an Operations Plan to the Integrated Planning Team (IPT) at least 72 hours prior to the operation. The IPT is comprised of the SHERIFF and U. S. Border Patrol sworn grant representatives. The role of the IPT is to provide support and guidance to the local, state, and federal law enforcement stakeholders within the grant. The Operations Plan is to be submitted via email to the current IPT point of contact and to SDCOPSG2008@cbp.dhs.gov.

**6.1.4** At the conclusion of each Operation funded by OPSG, state/local law enforcement officers in each PARTY will complete a Daily Activity Report (DAR). The DAR will be submitted via email to Customs and Border Protection Sector Headquarters at: SDCOPSG2008@cbp.dhs.gov and SHERIFF at: stonegarden@sdsheriff.org before the next Wednesday following the operation.

**6.1.5** At the conclusion of each Operation funded by OPSG, the Operations Coordinator will email all backup source documents (e.g., arrest reports, citations, field interviews, etc.) to SDCOPSG2008@cbp.dhs.gov for review before the next Wednesday following the operation.

**6.1.6** PARTIES will send their weekly/bi-weekly/monthly OPSG schedule (whichever applies), utilizing the appropriate format, to the current IPT point of contact and to SDCOPSG2008@cbp.dhs.gov as it becomes available. All schedules will be compiled and sent to the Law Enforcement Coordination Center (LECC).

## **6.2 Personnel Qualifications and Assignment**

### **6.2.1 Qualifications**

Each PARTY shall ensure that personnel assigned to perform Operations pursuant to this Agreement meet the minimum qualifications for their specific classification.

### **6.2.2 Management, Direction and Supervision; Independent Contractors**

The hiring, firing, management, direction, and supervision of each PARTY's personnel, the standards of performance, the discipline of each PARTY's personnel, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of each PARTY in each PARTY's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTY shall be the appointing authority for all its personnel provided to OPSG by this Agreement. PARTIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to any other PARTY's personnel.

Each PARTY and its respective officers, agents, and employees are independent contractors and are not officers, agents, and employees of any other PARTY. Each PARTY's personnel are under the direct and exclusive supervision of that PARTY, and each PARTY assumes full responsibility for the performance of its own personnel in

connection with this Agreement. No PARTY has the authority to bind any other PARTY.

### **6.2.3 Designated Coordinators**

SHERIFF shall select and designate a Coordinator, at the rank of Sheriff's Lieutenant or higher, who shall manage and direct the OPSG Operations. Each other PARTY shall select and designate a coordinator for their respective agency under this Agreement. The designated coordinators for each PARTY shall serve as their agency contact and shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

### **6.2.4 Staffing for Basic Services**

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to OPSG Operations at all times during the term of this Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

### **6.2.5 Equipment and Supplies**

COUNTY will provide SHERIFF OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG Operations. Similarly, all other PARTIES will provide their respective OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG Operations unless otherwise specified in Exhibit C attached hereto.

**6.2.5.1** PARTIES are responsible for the procurement of their own equipment to be used in OPSG Operations.

**6.2.5.2** PARTIES will maintain an inventory list of all equipment purchased with OPSG funds and when practicable, the equipment shall be prominently labeled per federal guidelines as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security*".

## **7. COST OF SERVICES/CONSIDERATION**

### **7.1 General**

**7.1.1** As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY shall reimburse PARTIES for personnel assigned to perform OPSG Operations on the basis of claims and submittals as set forth hereunder. Such payments by COUNTY are dependent on the continued availability of funds from the U. S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (CalOES).

**7.1.2** PARTIES agree that awarded funds, identified as allowable costs, as set forth in Exhibit D – FY 2016 Homeland Security Grant Program Notice of Funding Opportunity (HSGP NOFO), shall be expended only for Operations operating expenses, and equipment as detailed in Exhibit A – FY 2016 Budget Worksheet, and that unallowable costs are not reimbursable as set forth in Exhibit D – FY 2016 HSGP NOFO.

**7.1.3** No reimbursement shall be made to a PARTY during any period of time within which that PARTY is in default on filing any informational or financial reports required by the COUNTY. COUNTY shall make any necessary adjustments to PARTY claims to correct for previous overpayment and disallowances or underpayments.

**7.2 Project Costs/Rate of Compensation**

COUNTY shall reimburse PARTIES for overtime worked by personnel assigned to perform OPSG Operations and shall reimburse for equipment and vehicle purchases, equipment and vehicle maintenance, flight costs, fuel, and mileage based upon available funding and the actual costs incurred by PARTIES to provide Operations, purchase and maintain equipment and vehicles, flight costs, fuel, and mileage, under this Agreement, provided the costs are included in the approved Operations Order.

**7.3 Method of Payment**

PARTIES shall submit to SHERIFF, accurate and complete reimbursement forms, labor reports, timesheets, corresponding Daily Activity Reports, equipment invoices, and purchase orders that represent amounts to be reimbursed under this Agreement within ninety (90) days from the date expenditure was incurred. All requests for reimbursement shall be sent to:

San Diego County Sheriff's Department  
O-41 Grants Unit (OPSG)  
P. O. Box 939062  
San Diego, CA 92193-9062

**7.3.1** Reimbursement forms and invoices must have the signature of PARTY's Authorized Agent, certifying that the invoice and substantiating documentation, e.g., labor reports, timesheets, etc. are true and correct.

**7.3.2** PARTIES shall provide payroll records for each and every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, regular hourly rate, overtime hourly rate, overtime hours worked, date(s) overtime worked, and fringe benefit rate and cost.

**7.3.2.1.** PARTIES shall make available to SHERIFF for inspection, upon request, all payroll records and any other records that relate to the Basic Services provided under this Agreement.

**7.3.3** Sole source (or noncompetitive) procurements of equipment exceeding the simplified acquisition threshold (which is established by the Federal Acquisition

Regulation at 48 CFR Subpart 2.1 and is currently set at \$150,000) will require prior written approval from CalOES. PARTIES must provide a copy of their respective Purchasing Agent's approval of this procurement method to the SHERIFF prior to purchasing the equipment.

**7.3.4** PARTIES must obtain a performance bond from vendors if PARTIES procure the item(s) in question, pay the money up front, and the performance bond ensures delivery of the item within ninety (90) days of the performance period. This is required for any equipment items over \$250,000 or any vehicle, aircraft, or watercraft financed with OPSG dollars. PARTIES must provide a copy of the performance bond to the SHERIFF no later than the time of reimbursement.

**7.3.5** Within ninety (90) business days upon receipt of valid invoice and complete documentation as specified in sections 7.3.1, 7.3.2, 7.3.3, and 7.3.4, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

**7.3.6** Each PARTY is responsible for tracking their agency's claims to ensure their total claims do not exceed their agency's allocation in Exhibit A – FY 2016 Budget Worksheet.

#### **7.4 Reimbursement Disallowances**

PARTIES not in compliance with procedures set forth in section 7.3 are at risk of having any incurred expenditures disallowed for reimbursement by SHERIFF. PARTIES that fail to submit claims for reimbursement within ninety (90) days will be notified in writing by SHERIFF that the claim(s) is/are past due and funds allocated to the PARTY for that time period shall be redistributed among other PARTIES.

### **8. PROGRAM/FINANCIAL ADMINISTRATION**

**8.1** PARTIES shall use Exhibit D – HSGP NOFO, Exhibit E – OPSG State Guidance developed by the DHS and CalOES, and Exhibit F - Title 2 of the Code of Federal Regulations Part 200 (2 CFR Part 200), for the applicable grant year as the primary reference and day-to-day management tool in all programmatic, financial, and grant administration matters. The HSGP NOFO, Guidance, and 2 CFR Part 200 shall be used in conjunction with updates issued by the Office of Management and Budget, Grants & Training (G&T) information bulletins, and CalOES policy, regulations, and statutes.

#### **8.1.1 Contract Provisions**

PARTIES shall ensure that *all* contracts adhere to all applicable contract provisions stated in 2 CFR §200.326 and found in Appendix II - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Reimbursement claims associated with contracts that are found to be in non-compliance will be denied.

#### **8.1.2 Sole Source Purchases**

PARTIES must request and receive prior approval from CalOES, through SHERIFF, for any sole source procurement of goods or services per 2 CFR §200.320.

## **9. INDEMNIFICATION – WORKERS' COMPENSATION, EMPLOYMENT**

**9.1** The COUNTY shall fully indemnify and hold harmless non-County PARTIES and their respective officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs and/or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

**9.2** Each non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by non-County party, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective law enforcement agency or any contract labor provider retained by the law enforcement agency.

**9.3** Each non-County PARTY shall fully indemnify and hold harmless the other non-County PARTIES, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by non-County party, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective law enforcement agency or any contract labor provider retained by the law enforcement agency.

## **10. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE**

### **10.1 Claims Arising From Sole Acts or Omissions of a PARTY**

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers, and employees, from any claim, action, or proceeding against the other PARTIES, arising solely out of its own acts or omissions in

the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

**10.2 Claims Arising From Concurrent Acts or Omissions**

The PARTIES hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.4 below.

**10.3 Joint Defense**

Notwithstanding paragraph 10.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

**10.4 Reimbursement and/or Reallocation**

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

**11. GENERAL PROVISIONS**

**11.1 Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows, or, to such other place as each PARTY may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:

Sheriff  
San Diego County Sheriff's Department  
P. O. Box 939062  
San Diego, CA 92193-9062

Chief Probation Officer  
Probation Department  
9444 Balboa Avenue, Ste. 500  
San Diego, CA 92123

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To Non-County PARTIES:

Chief of Police  
Carlsbad Police Department  
2560 Orion Way  
Carlsbad, CA 92010

Chief of Police  
Coronado Police Department  
700 Orange Avenue  
Coronado, CA 92118

Chief of Police  
Escondido Police Department  
1163 North Centre City Parkway  
Escondido, CA 92026

Chief of Police  
National City Department  
1200 National City Blvd.  
National City, CA 91950

Chief of Police  
San Diego Police Department  
1401 Broadway  
San Diego, CA 92101

Chief of Police  
University of California San Diego  
9500 Gilman Drive, MC 0017  
La Jolla, CA 92093

Sheriff  
Monterey County Sheriff's Office  
1414 Natividad Road  
Salinas, CA 93906

Sheriff  
San Luis Obispo County Sheriff's Office  
1585 Kansas Avenue  
San Luis Obispo, CA 93405

Chief of Police  
Chula Vista Police Department  
315 Fourth Avenue  
Chula Vista, CA 91910

Chief of Police  
El Cajon Police Department  
100 Civic Center Way  
El Cajon, CA 92020-3916

Chief of Police  
La Mesa Police Department  
8085 University Avenue  
La Mesa, CA 91942

Chief of Police  
Oceanside Police Department  
3855 Mission Avenue  
Oceanside, CA 92054

Chief of Harbor Police  
San Diego Harbor Police Department  
3380 N. Harbor Drive  
San Diego, CA 92101

Sheriff  
Los Angeles County Sheriff's Dept.  
Special Enforcement Bureau  
1060 N. Eastern Avenue  
Los Angeles, CA 90063

Sheriff  
Orange County Sheriff's Department  
550 N. Flower Street  
Santa Ana, CA 92703

Sheriff  
San Mateo County Sheriff's Office  
400 County Center  
Redwood City, CA 94063

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Sheriff  
Santa Barbara County Sheriff's Office  
4434 Calle Real  
Santa Barbara, CA 93110

Sheriff  
Santa Cruz County Sheriff's Office  
5200 Soquel Avenue  
Santa Cruz, CA 95062

Sheriff  
Ventura County Sheriff's Office  
800 South Victoria Avenue  
Ventura, CA 93009

Chief  
California Highway Patrol  
9330 Farnham Street  
San Diego, CA 92123

Chief of Enforcement  
California Department of Fish and  
Wildlife  
1416 9<sup>th</sup> Street, Room 1326  
Sacramento, CA 95814

Chief  
California Department of Parks and  
Recreation  
1416 9th Street  
Sacramento, CA 95814

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

**11.2 Amendment**

This Agreement may be modified or amended only by a written document signed by the COUNTY through SHERIFF and the affected PARTY or PARTIES, and no oral understanding or agreement shall be binding on any PARTY or PARTIES.

**11.3 Entire Agreement**

This Agreement constitutes the complete and exclusive statement of agreement between the COUNTY and non-County PARTIES with respect to the subject matter hereto. As such, all prior written and oral understandings are superseded in total by this Agreement.

**11.4 Construction**

This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to, and in accordance with, the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one PARTY.

**11.5 Waiver**

A waiver by COUNTY or non-County PARTIES of a breach of any of the covenants to be performed by COUNTY or non-County PARTIES shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of any PARTY to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so,

whether for that breach or any subsequent breach. The acceptance by COUNTY or non-County PARTIES of either performance or payment shall not be considered a waiver of PARTY's preceding breach of this Agreement.

**11.6 Authority to Enter Agreement**

COUNTY and non-County PARTIES have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. Each PARTY warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective PARTY.

**11.7 Cooperation**

COUNTY through SHERIFF and Non-County PARTIES will cooperate in good faith to implement this Agreement.

**11.8 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**11.9 Severability**

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the PARTIES, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

**11.10 Representation**

Each PARTIES' Chief and/or Sheriff, or their respective designee, shall represent its PARTY in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

**11.11 Dispute Resolution Concerning Services and Payment**

In the event of any dispute concerning services and payment arising from this Agreement, the SHERIFF, or his or her designee, and PARTY's Chief and/or Sheriff, or his or her respective designee, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

**11.12 Termination of Funding**

In the event that funding for reimbursement of costs related to OPSG Operations is terminated by the DHS, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and PARTIES shall no longer be required to provide OPSG Operations as described herein. In such event, the COUNTY through SHERIFF and PARTIES shall meet immediately, and if agreed upon by the COUNTY through SHERIFF

and PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of OPSG Operations through alternate means.

**11.13 Obligation**

This Agreement shall be binding upon the successors of the PARTIES.

**11.14 California Law**

This Agreement is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2017.

**COUNTY OF SAN DIEGO  
SHERIFF'S DEPARTMENT**

**COUNTY OF SAN DIEGO  
PROBATION DEPARTMENT**

\_\_\_\_\_  
William D. Gore  
Sheriff

\_\_\_\_\_  
Adolfo Gonzales  
Chief

**CARLSBAD POLICE  
DEPARTMENT**

**CHULA VISTA  
POLICE DEPARTMENT**

\_\_\_\_\_  
Neil Gallucci  
Chief

\_\_\_\_\_  
Roxana Kennedy  
Chief

**CORONADO POLICE  
DEPARTMENT**

**CITY OF EL CAJON**

\_\_\_\_\_  
Jon Froomin  
Chief

\_\_\_\_\_  
Douglas Williford  
City Manager

///  
///  
///  
///

**ESCONDIDO POLICE  
DEPARTMENT**

---

Craig Carter  
Chief

**NATIONAL CITY  
POLICE DEPARTMENT**

---

Manuel Rodriguez  
Chief

**SAN DIEGO POLICE  
DEPARTMENT**

---

Shelley Zimmerman  
Chief

Approved as to form:  
**MARA ELLIOTT, CITY ATTY.,  
CITY OF SAN DIEGO**

---

Linda L. Peter  
Deputy City Attorney

**LOS ANGELES COUNTY SHERIFF'S  
DEPARTMENT**

---

Jim McDonnell  
Sheriff

**LA MESA POLICE  
DEPARTMENT**

---

Walt Vasquez  
Chief

**OCEANSIDE POLICE  
DEPARTMENT**

---

Frank McCoy  
Chief

**CITY OF SAN DIEGO**

---

Mayor Kevin L. Faulconer  
or Designee

**SAN DIEGO HARBOR POLICE  
DEPARTMENT**

---

John Bolduc  
Chief

Approved as to form:  
**MARY C. WICKHAM, COUNTY COUNSEL  
COUNTY OF LOS ANGELES**



---

Michele Jackson  
Principal Deputy County Counsel

**UNIVERSITY OF CALIFORNIA,  
SAN DIEGO POLICE DEPARTMENT**

---

David S. Rose  
Chief

**ORANGE COUNTY  
SHERIFF's DEPARTMENT**

---

Sandra Hutchens  
Sheriff-Coroner

**SAN LUIS OBISPO COUNTY  
SHERIFF's OFFICE**

---

Ian Parkinson  
Sheriff

**SANTA BARBARA COUNTY  
SHERIFF's OFFICE**

---

Bill Brown  
Sheriff-Coroner

**VENTURA COUNTY SHERIFF's  
OFFICE**

---

Geoff Dean  
Sheriff

///  
///

**MONTEREY COUNTY  
SHERIFF's OFFICE**

---

Stephen Bernal  
Sheriff-Coroner

Approved as to form and legality:  
**ORANGE COUNTY COUNSEL**

---

Nicole A. Sims  
Supervising Deputy

**SAN MATEO COUNTY  
SHERIFF's OFFICE**

---

Carlos Bolanos  
Sheriff

**SANTA CRUZ COUNTY  
SHERIFF's OFFICE**

---

Jim Hart  
Sheriff-Coroner

**CALIFORNIA HIGHWAY  
PATROL**

---

Jim Abele  
Chief, Border Division

**CALIFORNIA DEPARTMENT  
OF FISH AND WILDLIFE**

**CALIFORNIA DEPARTMENT  
OF PARKS AND RECREATION**

---

Karen Edgren  
Chief, Business Management Branch

---

Robin Greene  
District Superintendent

Approved as to form and legality:  
**SAN DIEGO COUNTY COUNSEL**

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Mark Day  
Senior Deputy

**FY 2016 OPERATION STONEGARDEN  
ANNUAL BUDGET WORKSHEET  
SUMMARY**

AGENCY NAME	Budget Narrative Category											TOTAL
	A	B	C	D	E	F	G	H	I	M&A		
	Operational OT	Fringe Benefits	Vehicle/Vessel Maint	Equip Maint	New/Replace Equip	Fuel Costs	Mileage	Flight Costs				
San Diego County Sheriff's Department	2,406,342	193,345	-	95,133	450,000	-	76,834	5,000	206,042	-	-	3,432,696
San Diego County Probation	20,000	-	-	-	2,400	-	-	-	-	-	-	22,400
Carlsbad Police Department	48,967	989	-	-	-	-	2,044	-	-	-	-	52,000
Chula Vista Police Department	144,899	2,101	-	-	65,000	-	-	-	-	-	-	212,000
Coronado Police Department	10,079	146	-	-	-	-	275	-	-	-	-	10,500
El Cajon Police Department	52,759	3,241	-	-	60,000	-	-	-	-	-	-	116,000
Escondido Police Department	25,000	-	-	-	-	-	-	-	-	-	-	25,000
La Mesa Police Department	95,130	10,226	-	-	80,000	-	4,644	-	-	-	-	190,000
National City Police Department	38,023	4,251	-	-	-	-	1,726	-	-	-	-	44,000
Oceanside Police Department	66,894	970	-	-	-	17,136	-	-	-	-	-	85,000
San Diego Harbor Police	47,950	6,070	17,119	-	-	36,720	2,141	-	-	-	-	110,000
San Diego Police Department	123,213	1,787	-	-	-	-	-	-	-	-	-	125,000
University of California San Diego Police Department	9,310	241	-	-	-	-	449	-	-	-	-	10,000
LA County Sheriff's Department	425,000	-	-	-	-	-	-	-	-	-	-	425,000
Orange County Sheriff's Department	121,551	11,474	6,895	-	-	10,080	-	-	-	-	-	150,000
San Luis Obispo County Sheriff's Office	133,244	22,385	7,338	-	-	6,372	10,661	-	-	-	-	180,000
Santa Barbara County Sheriff's Office	179,280	-	-	-	-	-	13,691	7,029	-	-	-	200,000
Ventura County Sheriff's Office	199,548	-	-	-	-	-	452	-	-	-	-	200,000
Monterey County Sheriff's Office	32,262	468	-	-	-	-	2,270	-	-	-	-	35,000
Santa Cruz County Sheriff's Office	64,071	929	-	-	-	-	-	-	-	-	-	65,000
San Mateo County Sheriff's Office	44,755	5,245	-	-	-	-	-	-	-	-	-	50,000
CA Highway Patrol	564,601	10,458	-	-	-	-	54,941	-	-	-	-	630,000
CA Department of Fish and Wildlife	36,600	2,800	-	-	-	-	6,004	-	-	-	-	45,404
CA Department of Parks and Recreation	257,010	3,727	6,702	-	-	-	17,561	-	-	-	-	285,000
<b>Grand Total San Diego County Region</b>	<b>\$ 5,146,488</b>	<b>\$ 280,853</b>	<b>\$ 38,054</b>	<b>\$ 95,133</b>	<b>\$ 657,400</b>	<b>\$ 70,308</b>	<b>\$ 193,693</b>	<b>\$ 12,029</b>	<b>\$ 206,042</b>	<b>\$ 6,700,000</b>		

**Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)**  
***FY 2016 Grant Assurances***  
(All OPSG Participating Agencies)

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**As the duly authorized representative of the grant recipient, I hereby certify** that the agency named above has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

**I further acknowledge that the grant recipient is responsible for reviewing and adhering to all requirements within the:**

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

**Federal Regulations**

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are called out below. The grant recipient hereby agrees to comply with the following:**

**1. Proof of Authority**

The grant recipient will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the grant recipient and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required.
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the grant recipient and the city council, governing board or authorized body.
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon demand.

**2. Period of Performance**

The grant recipient will initiate work after approval of the award and complete all work within the period of

performance specified in the grant.

### **3. Lobbying and Political Activities**

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the grant recipient certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The grant recipient will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Finally, the grant recipient agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the Federal awarding agency.

### **4. Debarment and Suspension**

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the grant recipient will provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government. The grant recipient certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

Where the Grant recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

## **5. Non-Discrimination and Equal Employment Opportunity**

The grant recipient will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);
- (e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (f) Drug Abuse Office and Treatment Act of 1972) (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;
- (g) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
- (k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the grant recipient will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

## **6. Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the grant recipient certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

## **7. Environmental Standards**

The grant recipient will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
- (d) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
- (e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- (f) Protection of wetlands pursuant to EO 11990;
- (g) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (h) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- (i) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (j) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
- (k) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- (l) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Finally, the grant recipient shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to §13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of federal law relating to air or water pollution.

### **8. Audits**

For subrecipients expending \$750,000 or more in Federal grant funds annually, the grant recipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

### **9. Access to Records**

In accordance with 2 CFR §200.336, the grant recipient will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The grant recipient will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

### **10. Conflict of Interest**

The grant recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

### **11. Financial Management**

#### False Claims for Payment

The grant recipient will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

### **12. Reporting - Accountability**

The grant recipient agrees to comply with applicable provisions of the Federal Funding Accountability and

Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

The grant recipient also must comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

### **13. Human Trafficking**

The grant recipient will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

### **14. Labor Standards**

The grant recipient will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. §3145 and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. §201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

### **15. Worker's Compensation**

The grant recipient must comply with provisions which require every employer to be insured against liability for Worker's Compensation before commencing performance of the work of this Agreement, as per California Labor Code §3700.

### **16. Property-Related**

If applicable to the type of project funded by this Federal award, the grant recipient will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

### **17. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, the grant recipient will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

### **18. Freedom of Information Act**

The grant recipient acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. The grant recipient should also consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

### **19. California Public Records Act**

The grant recipient acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

## **HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

### **20. Personally Identifiable Information**

Subrecipients collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

### **21. Disposition of Equipment**

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, subrecipients must request instructions from Cal OES on proper disposition of equipment.

### **22. Reporting Accusations and Findings of Discrimination**

If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

If any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

**23. Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags**

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

All subrecipients must obtain DHS's approval prior to using DHS seal(s), Logos, crests or reproductions of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**24. Copyright**

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

**25. Energy Policy and Conservation Act**

All subrecipients must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

**26. Hotel and Motel Fire Safety Act of 1990**

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

**27. Terrorist Financing E.O. 13224**

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

**28. USA Patriot Act of 2001**

All subrecipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

**IMPORTANT**

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The grant recipient recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the grant recipient, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the grant recipient and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the grant recipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at

all tiers, including contracts under grants and cooperative agreements and subcontracts.

The undersigned represents that he/she is authorized by the above named agency to enter into this agreement for and on behalf of the said agency.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_